



# *CITY COUNCIL*

## *Work Session*

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***Work Session  
Penn Room***

***Monday, April 18, 2011  
7:00 P.M.***

*Although Council Work Sessions are open to the public, public comment is not permitted. However, citizens are encouraged to attend and observe the work sessions. Comment from citizens or professionals during the work session may be solicited on agenda topics via invitation by the Council President.*

- I. Call to Order**
- II. Managing Director's Report**
- III. Council Staff Report**
- IV. Recycling Update**
- V. Discuss Outsourcing of Other Tax Billing & Collection Areas**  
*Suggestion to ask School District to bill and collect Per Capita*
- VI. Lease Agreement Fire Fighter Museum**
- VII. Adjourn**

## **City of Reading**

### **City Council**

#### *Work Session*

**Monday, March 21, 2011**

**Councilors Attending:** V. Spencer, F. Acosta, M. Goodman-Hinnershitz, S. Marmarou, D. Reed, D. Sterner

**Others Attending:** L. Kelleher, C. Geffken, J. Nagel, C. Zale

Vaughn D. Spencer, President of Council, called the Work Session to order at 7:15 pm.

#### **Managing Director's Report**

Mr. Geffken read the report distributed to Council at the meeting covering the following:

- Report on the Argo Building Fire at Second and Buttonwood Streets, with assistance was provided by Shillington, Greenfield, Kenhorst, Mount Penn, and West Reading Fire Departments through the Municipal Aide agreement
- Restart of the yard waste pickup and street sweeping program
- Citizen Service Center will be closed for in-service training on Monday, March 28th
- Start of supervisory training for all management employees

#### **Council Staff Report**

Ms. Kelleher stated that the EPA submitted a letter which conditionally approves the Work Plan to remediate Bernhart's Park. She also reported that the remaining few issues that requires further negotiation with Exide have been resolved, the Ordinance, the Access and Memorandum of Understanding will be placed on the Council agenda for March 28<sup>th</sup>.

Ms. Kelleher reminded City Council to make their appointments to the Redistricting Commission and the Citizen's Advisory Board.

#### **February Finance Report**

Mr. Nagel highlighted the Revenue report distributed electronically and hardcopy. He stated that Berks EIT projects to remit 20% of that budgeted each quarter. He noted that the City is a bit behind in the collection of Real Estate Transfer Tax; however collection is peaks during the warmer months when real estate sales increase.

Ms. Goodman-Hinnershitz thanked Mr. Nagel and Mr. Zale for the excellent report that will assist Council in their decision making process.

Mr. Acosta agreed with the value of the meaningful financial report now provided.

Ms. Reed suggested posting the monthly reports on the website with an executive summary to provide full disclosure to City residents.

Mr. Sterner noted the poor collection of Per Capita tax. He stated that approximately 60K citizen's residents should be paying and the City's revenue line item should be around \$300K, which is 3x that budgeted. Mr. Geffken stated that the Administration is working with Linebarger to correct this problem.

#### **Outsource Other Tax Billing and Collection Areas**

Ms. Kelleher stated that this was a suggestion coming out of the January Finance meeting. It was suggested that the Administration approach the School District about collecting Per Capita tax specifically as they receive the larger share of that collected.

Mr. Geffken replied that currently two (2) employees in the Citizen Service Center are assigned to Per Capita Tax and Business License tax collection.

Mr. Spencer inquired about the cost of the billing and the fee paid by the Reading School District to cover this cost. He also inquired about the potential cost to the City if this service is transferred to the Reading School District.

Mr. Spencer noted that he issued a letter to the School Board President about four (4) weeks ago requesting that meetings between the two (2) bodies resume; however no response has been received to date.

#### **Other**

Ms. Goodman-Hinnershitz reminded everyone of the March 30<sup>th</sup> meeting at Pendora with those who use the baseball field.

The Work Session adjourned at approximately 7:40pm.

*Respectfully submitted by Linda A. Kelleher CMC, City Clerk*



# **Council Staff Report**

## **03/01/11 through 03/31/11**

### **Council Staff**

**Linda Kelleher, City Clerk**

**Michelle Katzenmoyer, Deputy City Clerk**

**Maritza Loaiza, Administrative Assistant**

**Nilka Amonte, Intern**

### **Constituent Service**

The following table is a rough tabulation of the number and type of issues addressed by the Council Office:

#### **Calls for Directory Assistance**

<b>Call Type</b>	<b>Number of Calls</b>
Solid Waste	4
Codes	22
Tax	8
Mayor	3
Police	4
Fire	0
Community Development	2
Planning & Zoning	2
Human Resources	4
Accounting/Finance	6
Law	3
Managing Director	1
RAWA	10
Public Works	4
IT	3
Parking Authority	0
Services Center	12
Human Relations Commission	2
Parks/Recreation	0
Streets	1
Building and Trades	2

Purchasing	2
Treasury	1
Auditor	1
Sanitary Sewers	1
<b>Total Calls</b>	<b>98</b>

<u>Message for Council</u>	<u>Complaints</u>	<u>Non-City Directory Assistance</u>	<u>Calls Handled In-Office</u>	<u>Total Calls</u>	<u>Walk-Ins</u>	<u>Email Requests</u>	<u>Email Complaints</u>	<u>Total Email</u>	<u>Total Constituent Service</u>
12	15	58	317	500	41	632	553	1185	1726

### **Houses Identified As Missing Housing Permits, Business Licenses, or Zoning**

**Areas Covered:** MDJ Cases  
Property transactions  
Citizen complaints

**Total (Since Feb. 2008): Approx. 10,313**

### **Staff Activities**

Between 03/01/11 and 03/31/11 Council staff accomplished the following tasks:

#### **Drafted and Prepared**

Linda:

- Advisory Opinion Letter re CD Check Cashing Procedures
- Certificate of Transfer Ordinance & edits
- Amendment to Initiative & Referendum Ordinance
- Tax Exoneration minutes and resolution
- Incorporate Zoning Amendments into the Master Zoning Ordinance
- Financial Policies Ordinance
- Flyer Glenside Town Meeting re Honoring Mile O'Pake
- Public Notice & ads for vacation of Sheridan St
- PARC and BOH Meeting Notices
- BAC Opening Ads and Letters to Alvernia, RACC & Albright
- Revise BPRC Power Point Presentation
- Act 90 State
- BPRC April Hearing Owner Notices, Posting Notices, Affidavits (Codes, Tax, Solid Waste & RAWA)

Michelle:

- BAC Expiration letters
- BAC Background Checks
- BAC Background Issues letters
- Complaint Updates
- Solicitation Permit Database Update
- Accounts Payable
- Staff Report
- Meeting Summaries
- Meeting Agendas
- Copy Solid Waste Ordinances 1991-2007
- Financial Interest Statements
- District 5 Town Meeting mailing
- Codified Ordinance Book updates
- Greenbelt Project
- IIMC CMC Designation
- Commendations
  - Larry's V & S Sandwich Shop
  - Greek Independence Day
  - Adams Tire and Battery
- Appointment/Reappointment Resolutions
  - John Short
  - Vera Ellison
  - Gary Wegman

Maritza:

- Copy and distribute all memos, handouts, and agendas per City Clerk to Council and other departments
- Scan legislation
- File all paperwork (i.e., contracts, minutes, agendas, bills, ordinances, resolutions, etc.) accordingly
- Distribute incoming mail to office staff and council members
- Register meeting speakers as requested
- Prepare and mail Thank You letter for invocators at City Council meetings
- Prepare and mail Thank You letters to speakers
- Answer constituent questions to best of my ability, forwarded complaints to appropriate departments, and updated complaint log
- Assisted constituents with legislative information they were researching or requesting
- Mail all necessary handouts/paperwork to BAC members
- Updated Codified Ordinance Books, current and vault copies
- Translate any needed fliers and documents
- Locate, Scan, and/or Copy requested legislation for various departments, other entities, or constituents.
- Type and correct dictation done by City Clerk
- Complete accounts payable forms and update budget

- Prepare Council agenda packets
- Prepare Board of Health agenda packets
- Prepare Board of Health minutes
- Train Intern

Nilka:

- Distributed memos, handouts, and agendas per City Clerk to Council and all other departments as necessary
- Filing
- Prepare 2010 documents for binding
- Update Codified Ordinance books
- Updated Act 47 Progress Report

All staff:

- Committee of the Whole minutes, Committee meeting minutes and Regular minutes
- Drafted correspondence and memos for members of Council

## **Researched**

Linda:

- Financial Policies for 3<sup>rd</sup> Class Cities
- EMS – private and city provided
- Integrity in Government
- Rental Housing Regulations other 3<sup>rd</sup> Class Cities
- Set out regulations for solid waste and recycling
- Snow removal regulations
- Homestead Exemption Act re Assessment Office approval of rental properties
- Property Ownership Buttonwood Gateway A

Michelle:

- None

Maritza:

- None

## **Meetings Attended**

Linda:

3/1 – Alvernia re LRA Navy Marine Center  
 3/3 – Albright work group re student housing  
 3/4 – Eric Weiss re illegal rentals  
 3/5 – Pa Land Use Class  
 3/8 – Historic District  
 3/8 - BCAP  
 3/8 - Business Analyst re Housing Permit Ordinance  
 3/9 – Codes Council  
 3/9 - Oath – Barry Unger Plumbing Board

- 3/10 – LERTA Press Conference
- 3/10 - BPRC legislation w/ Law and CD Departments
- 3/10 - Act 47 Implementation Meeting
- 3/11 – Eric Weiss re illegal rentals
- 3/15 – Conference Call re Bernhart Park Remediation
- 3/15 - Tax Exoneration Hearing
- 3/16 – Heights Tour w/ PHMC
- 3/17 – BPRC meeting
- 3/18 – Eric Weiss re illegal housing
- 3/22 – Business Analyst re Housing Permit Ordinance
- 3/23 – Eric Weiss re illegal rentals
- 3/24 – Act 47 Implementation Meeting
- 3/29 – Eric Weiss re illegal rentals
- 3/29 - Jeri Stumpf re Act 90 Blighted Property Legislation
- 3/29 - Jeri Stumpf re amendment to PaMPC limiting creation of rental properties
- 3/30 - D. Bean & D. Hoag re final MOU and Access Agreement Bernhart Park Remediation

Michelle:

- 3/1 – Bid opening – Bituminous Materials
- 3/4 – Housing Work Group
- 3/7 - Committee of the Whole
- 3/7 – Administrative Oversight Committee
- 3/9 – Boards, Authorities, Commissions with Frank Denbowski
- 3/9 – Bid opening – Northmont Playground
- 3/11 – Housing Work Group
- 3/14 – Interview Potential Intern
- 3/14 – Committee of the Whole
- 3/15 – Park and Recreation Advisory Committee
- 3/16 – Bid opening – Pandora backstop
- 3/18 – Housing Work Group
- 3/21 – Committee of the Whole
- 3/21 – Public Works Committee
- 3/22 – Zoning Backlog Work Group
- 3/23 – Board of Ethics
- 3/25 – Housing Work Group
- 3/28 – Committee of the Whole
- 3/29 – Housing Work Group
- 3/29 – Jeri Stumpf
- 3/29 – Recreation Commission
- 3/30 – Record Retention Webinar
- 3/30 – Baseball Pre-Season meeting with neighbors
- 3/31 – Bid opening – Angelica Boathouse doors

Maritza:

- 3/2 – Board of Health
- 3/3 – Youth Fun Day Committee meeting
- 3/24 – Youth Fun Day Committee meeting



Nilka: 3/24 – Youth Fun Day Committee

## **Requests for Information – 25**

### **Activities of Boards, Authorities and Commissions**

**Environmental Advisory Council** – The EAC did not meet in March.

**Park and Recreation Advisory Committee** – The PARC received an update on the progress of the 10 Year Park and Open Space Plan update. The RSD surveys have been returned and are currently being analyzed and the results compiled. They also received an update on the formation of the Recreation Commission.

**Board of Health** – The Board of Health met in March and discussed the progress with Bernhart Park's remediation agreement.

**Blighted Property Review Committee** – The BPRC is preparing for its next round of hearings. Determination Hearings will be held in April and May, followed by Certification Hearings in June and July. The following properties will be addressed at April's Hearing.

- 338 Madison Ave, North 4 St LLC aka George Hutchinson, owner(s), 155 Phillips Park Dr South Williamsport Pa 17702, Purchased June 2008. TABLED AT FEBRUARY CERTIFICATION HEARING
  1. Resolved codes issues
  2. Resolved delinquent taxes
  3. Unresolved Water Service Issues
- 515 N 4th St, owned by Domingo Tejada, PO BOX 418 READING PA 19603, Purchased May 2007
- 112 S 6th St, owned by Angela Brazzle, 2206 Upper Gap Rd Coatesville Pa 19320, Purchased April 2006.
- 123 S 6th St, owned by Ketty Antoine, 331 N 6th St Reading Pa 19601, Purchased August 2003
- 125 S 6th St, owned by Esther & Gary Gebhard, 521 N Funk Rd Boyertown Pa 19512, No purchase date listed
- 237 S 6th St, owned by Khoa Nhu Tran, 1221 Butler St Reading Pa 19601, Purchased March 1996
- 334 Chestnut St, owned by Allison Little, 330 Pine Street, Reading PA, No Purchase Date Listed
- 922 Penn St, owned by Brito Amado, 108 N Front Street, Reading PA, Purchased March 2001
- 615 Church St, owned by Susan Moser, 1823 Cotton St Reading Pa 19606, Purchased January 2005
- 945 Court St., owned by Brandon Bui, 125 Brettwood Dr Egg Harbor Twp NJ 08234, Purchased March 2010

- 947 Court St., owned by Brandon Bui, 125 Brettwood Dr Egg Harbor Twp NJ 08234, Purchased March 2010
- 229 N. 4th St., owned by Lobos Three LLC aka Ben Epstein, 1455 E 15th ST Brooklyn NY 11230, Purchased November 2005
- 1154 Spring St., owned by Keldia Cabrera, 1945 Wickford PI Reading PA 19610, Purchased June 2005

**Reading LRA** – The City Clerk has been working with Alvernia who expressed interest in acquiring the Navy Marine site, located on Kenhorst Blvd. A meeting was held in early March for Alvernia with officials from the Navy, OEA and Federal Department of Education. Unfortunately after this meeting Alvernia notified the LRA that they are unable to take this project on at this time. If the LRA cannot identify a partner, the property will be placed out for public bid by the Navy. The City Clerk is currently working with Mary's Shelter and local realtors to try to identify other potential partners.

**Bernhart's Park** - This work group composed of Deb Hoag, Attorney David Bean (EAC), Dr. Eve Kimball (BOH), Attorney Tonya Butler and the City Clerk successfully negotiated the Access Agreement and the Memorandum of Understanding with Exide for the remediation of Bernhart's Park. Exide has started the bidding process and work is expected to begin this spring and conclude by late summer. The remediation will leave the Park open for unrestricted use. An "open for the public" grand re-opening picnic is planned for spring 2012 at Exide's expense. Exide agreed to the work groups requests including remediation of additional lawn areas. Exide will be removing trees marked by the City which will be chipped and the chips distributed in Park areas as directed by the City. Exide has also agreed to install new benches around the lake and place new picnic tables and grills in the lawn area. The work group did an excellent job in resolving this longstanding issue.

### **Redistricting – Required in Administrative Code**

The 2010 Census results are expected to be released by mid March. In 2002 City Council amended the Redistricting provisions as provided below. I would suggest asking the Legislative Aide Committee to oversee and assist with the redistricting process.

**Illegal Housing Work Group** - The City Clerk and Deputy City Clerk have been meeting weekly with Eric Weiss, the City's Housing Consultant and the Interim Codes Manager to address the many issues with illegal housing. With assistance from the Recorder of Deeds, Fred Sheeler, and the Reading Berks Association of Realtors, the work group identified the point of transfer as the "tipping point". To address this issue the group is drafting a Certificate of Transfer Ordinance which will require all deeds to have a certificate showing that the property passed a health and safety inspection, etc prior to its recordation. The Recorder of Deeds will flag properties that attempt to transfer without having the certification affixed to the deed. The work group also identified rental properties who have improperly been approved for Homestead Exemptions. The group contacted the solicitors for the Reading School Board to correct this practice. The work group has also submitted comments on the Rental Permit Ordinance being drafted by Attorney Steve Welz.

## **Reading Area Fire Fighters Museum, Inc. Lease**

This lease is made and concluded this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and eleven, by and between the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, referred to in this Lease as “Lessor”, and the READING AREA FIRE FIGHTERS MUSEUM, INC., a Pennsylvania Nonprofit Corporation, referred to in this Lease as ‘Lessee’.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor leases to Lessee, and Lessee leases from the Lessor, the entire building, situate in the firehouse located at 501 South 5<sup>th</sup> Street in the City of Reading, Berks County, Pennsylvania. The aforesaid leased premises are referred to in this lease as the ‘Premises’.

### **ARTICLE 1. TERM**

1.01 **Term of Lease.** The initial term of this lease shall be ten years commencing on \_\_\_\_\_, \_\_\_\_\_, and ending on \_\_\_\_\_, \_\_\_\_\_, unless terminated sooner as provided in this Lease.

1.02 **Option to Extend Term.** Lessee has the right to extend this Lease beyond the expiration date provided in Paragraph 1.01 on the following terms and conditions:

(a) Should Lessee fully perform all the terms and conditions of this Lease, lessee may extend the term of this Lease for an additional period of \_\_\_\_\_ years, with the extended term to begin on the date following the expiration date of the Lease terms specified in Paragraph 1.01, and thereafter Lessee may extend the term of this Lease for one additional period of \_\_\_\_\_ years, each to commence on the day following expiration date

of the immediately proceeding term. All the terms, covenants, and provisions of this Lease shall apply to all extended Lease terms.

(b) Lessee may exercise each option to extend this Lease by giving to Lessor notice of its intention to do so not later than ninety days prior to the expiration of the lease term in effect at this time. To constitute effective notice of an intention to exercise an option under this Lease, the notice must be delivered personally or be sent by certified or registered mail to the Lessor at the address provided in Paragraph, 12.03 of this Lease and must be postmarked no later than the latest date provided in this section for Lessee's exercise of the option.

1.03 **Holdover.** If Lessee holds over and continues in possession of the leased Premises after expiration of the term of this Lease or any extension of that term, other than as provided in Paragraph 1.02, Lessee will be deemed at Lessor's option to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of terms and conditions of this Lease at the rent in effect during the last month of the term.

1.04 **Modification of Lease Terms.** The terms and conditions of this Lease may be renegotiated as conditions may necessitate but only upon the mutual consent of both Lessor and Lessee.

## **ARTICLE 2. RENT**

2.01 **Rent.** Lessee agrees to pay to Lessor annual rent in the sum of One Dollar (\$1.00) payable on before \_\_\_\_\_ of each year of the Lease term commencing \_\_\_\_\_, \_\_\_\_\_.

2.02 **Location.** Lessee agrees to pay rent as provided in Paragraph 2.01 to Lessor at Lessor's office, located at 815 Washington Street, Reading, Pennsylvania, or at such other location as Lessor shall from time to time designate by written notice to Lessee.

### ARTICLE 3. USE OF PREMISES

3.01 **Permitted Use.** Lessee shall utilize the leased Premises during the term of this Lease solely for the purpose of creating, operating and maintaining a fire service historical museum, along with all related accessory uses consistent with this purpose.

3.02 **Waste, Nuisance, or Illegal uses.** Lessee shall not use the Premises, or permit it to be used, in any manner that results in waste of the premises or that constitutes a nuisance. Lessee shall not use the Premises, or permit it to be used, for any illegal purpose. Lessee will comply, and will cause its officers, employees, agents, and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of Premises.

3.03 **Joint Use of Lessor.** The Reading Fire Department Volunteer Scuba Team is permitted to use the easternmost one-story garage including the toilet facilities and utilize the interior stairs to the basement.

3.04 **Display Items.** Lessor, its agents or invitees, shall not disturb, move modify or damage items in the leased Premises which are owned or which are being displayed on loan to Lessee, except those items which may be owned by Lessor.

3.05 **Quiet Enjoyment.** Lessor warrants that Lessee shall peaceably and quietly hold and enjoy leased Premises for the term hereby stated without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease,

3.06 **Entrance.** Lessee, its agents and invitees, shall have the right to principally use the 5<sup>th</sup> Street entrance and/or the Laurel Street entrance to the building in order to access the leased Premises.

### ARTICLE 4. MAINTENANCE AND SURRENDER

4.01 **Maintenance and Surrender.** Lessor shall maintain and repair the building in which the leased Premises are located and Lessor shall be responsible to repair any damage to the leased Premises caused by the deterioration of the building in which the Premises is located. Otherwise, in general, Lessee shall be responsible for the routine cleaning and maintenance of the leased Premises as required to maintain that portion in condition suitable for public display, and keep it free from waste or nuisance throughout the Lease term and any extension of that term, provided, however, in the event that such maintenance and repairs are the result of action or conduct of Lessor or Lessor's agents or invitees, Lessor shall be solely responsible for the same.

Maintenance of the shared areas shall be shared by the Reading Fire Department Volunteer Scuba Team and Lessee commensurate with the use of the facilities by each. At the termination of the Lease, Lessee shall surrender and deliver the leased Premises to Lessor as delivered with the exception of reasonable wear and tear.

4.02 **Remedy for Failure to Maintain.** In the event Lessor or Lessee should fail to perform their respective obligations to repair or maintain as set forth in Paragraph 4.01, above, after notice of the need for such repair or maintenance and the passage of a reasonable amount of time for performance after such notice, the notifying party may make the repairs or perform the maintenance at its own expense. In such an event, the notifying party shall be reimbursed for the reasonable expense of the repair or maintenance within thirty days (30) or at the termination of the Lease, whichever occurs first.

## **ARTICLE 5. UTILITIES AND GARBAGE REMOVAL**

5.01 **Real Property Taxes.** Lessor shall pay and fully discharge any and all real property taxes imposed on the lease Premises during the term of this Lease.

5.02 **Utility Charges.** Lessor shall pay all utility charges for water, electricity, heat and gas used in and about the leased Premise during the term of the Lease; provided, however, if there should be significant increase in the utilities usage of the building which is related to the use of the Premise by Lessee, then lessee shall pay the utility company charge for any such increase.

5.03 **Garbage Removal.** Lessor shall pay and be responsible for the removal of all normal garbage and rubbish from the lease Premises during the term of the Lease.

5.04 **HVAC.** Lessor shall be responsible to supply adequate heating and electricity to the leased Premise, and it is Lessor's responsibility to maintain and repair, at Lessor's cost, the heating, electrical and plumbing systems servicing the building and leased Premises. When installed and made operational, central air conditioning or elevator maintenance and operating costs are the responsibility of Lessee

## **ARICLE 6. ALTERATION, ADDITIONS, AND IMPROVEMENTS**

6.01 **Improvements.** Lessee may, with consent of Lessor, which consent shall not be unreasonably withheld, undertake repairs or modifications to the leased Premises or to the interior or exterior of the building in which the leased Premises is located.

6.02 **Alterations Property of Lessor.** All permanent alterations, additions, or improvements made by Lessee and affixed to the building shall become the property of Lessor at the termination of this Lease, with no reimbursement to Lessee for the cost or value thereof.

## **ARTICLE 7. INSURANCE**

7.01 **Property Insurance.** Lessor shall be responsible to maintain adequate insurance to cover any loss or damage to any items or personal property placed on the Premises by Lessee minus the deductible amount. Lessee shall be responsible for the

deductible amount. Lessor is also responsible for maintaining adequate insurance coverage on the building itself.

7.02 **Liability Insurance.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance covering Lessor with one or more insurance companies who are licensed to do business in Pennsylvania.

7.03 **Indemnity:** Lessee shall indemnify and hold harmless Lessor, City Council, its employees, and agents from all suits, actions or claims from any character, including costs and attorney fees, brought because of injuries or damages received or sustained by any person, persons, or property; on account of the performance of this agreement; or on account of or in consequence of any neglect, negligence or because of any act or omission or misconduct of Lessee or agents from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order or decree.

## **ARTICLE 8. DAMAGE OR DESTRUCTION OF PREMISES**

8.01 **Notice to Lessor.** If the leased Premise or any improvements on the leased Premise should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

## **ARTICLE 9. INSPECTION BY LESSOR**

9.01 **Inspection by Lessor.** Lessee shall permit Lessor and Lessor's agents, representatives, and employees to enter onto the Leased Premises at all reasonable times for the purpose of inspection, maintenance, making necessary repairs or alterations to the Premises, or any other purpose necessary to protect Lessor's interest in the leased Premises.



## **ARICLE 10. ASSIGNMENT AND SUBSLEASE**

10.01 **Assignment and Subletting by Lessee.** Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, any right or interest in this lease, the leased Premises, or the improvements on the leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or the leased Premises or the improvements on the leased Premises without the written consent of the Lessor, Lessor may, at its option, declare this Lease terminated. In the event Lessor consents in writing to an assignment, sublease, or other transfer of all or any of the Lessee's rights under this Lease, the assignee or sublessee must assume all of the Lessee's obligations under this lease.

10.02 **Assignment by Lessor.** Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## **ARTICLE 11. MISCELLANEOUS**

11.01 **Right of First Refusal.** If Lessor decides in the future not to maintain the Premises as a museum, the Liberty Steam Fire Company shall have first buy back rights to the property for One Dollar (\$1.00), in as good, or better condition, as was originally conveyed from the Liberty Steam Fire Company. Should Liberty Steam Fire Company not wish to accept said property, Lessor will offer said property to Lessee for One Dollar (\$1.00). If neither the Liberty Steam Fire Company nor Lessee choose to accept said property, Lessor shall list the property for sale for marketable value.

11.02 **Memorandum of Lease.** Lessee shall have the right to record with the Berks County Recorder of Deeds, a memorandum of terms of this Lease, and Lessor agrees to sign and acknowledge the same at Lessee's request.

**11.03 Notices and Addresses.** All notices required under this Lease must be given either personally or by certified mail, addressed to the proper party, at the following address:

Lessor:

Frank Denbowski, Chief of Staff  
City Hall  
815 Washington Street  
Reading, PA 19601

Lessee:

William Rehr  
The Reading Area Fire Fighter Museum, Inc.  
501 South 5<sup>th</sup> Street  
Reading, PA 19601

Either party may change the names and/or address to which notices are sent by giving the other party notice of the new address in the manner provided in this Paragraph.

**11.04 Parties Bound.** This Lease shall be binding on, and inure to the benefit of, the parties to the Lease and their representatives heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

**11.05 Pennsylvania Law to Apply.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this Lease are performable in Berks County, Pennsylvania.

**11.06 Legal Construction.** In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as invalid, illegal, or unenforceable provision had never been included.

11.07 **Prior Agreements Suspended.** This lease constitutes the only agreement between the Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

11.08 **Amendment.** No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent of the date of this lease, and duly executed by the Lessor and Lessee.

11.09 **Time of Essence.** Time is of the essence of this Lease. The undersigned Lessor and Lessee have executed this Lease as of \_\_\_\_\_, 2011.

CITY OF READING, PA

Attest:

By : \_\_\_\_\_ ( SEAL)

\_\_\_\_\_

THE READING AREA FIRE  
FIGHTERS MUSEUM, INC.

Attest:

By : \_\_\_\_\_ ( SEAL)

\_\_\_\_\_